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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

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REDWOOD SOFTWARE, INC., :
: :
: :
Petitioner, :
: :
: :
-against- : : 12-CV-495 (LEK) (CFH)
: :
: :
THOMAS URBANIK, : : *Electronically filed*
: :
: :
Respondent. : :
: :
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**STIPULATION AND ORDER
GRANTING FINAL JUDGMENT AND PERMANENT INJUNCTION**

Petitioner REDWOOD SOFTWARE, INC. (“Petitioner” or “Redwood”) and Respondent Thomas Urbanik (“Respondent” or “Urbanik”), collectively referred to herein as (the “Parties”), hereby stipulate as follows:

1. As stated in the affidavit attached hereto as Exhibit A, Respondent admits that he is a former Redwood employee and that he resigned his employment with Redwood on or about February 15, 2012.
2. Respondent is not in possession, custody or control of any confidential and/or proprietary information belonging to Redwood.
3. Within ten (10) days of entry by the Court of an order granting the Final Judgment and Permanent Injunction contained herein (the "Order"), Petitioner agrees, contingent upon the entry of the Order, to withdraw the action currently pending against Respondent before the American Arbitration Association, Case No. 50 166 T 00189 12 (filed Mar. 6, 2012).
4. Accordingly, the parties stipulate and respectfully request that the Court may enter a Final Judgment and Permanent Injunction as set forth below.

DATED: November 13, 2012

MORGAN, LEWIS & BOCKIUS LLP


David A. McManus
Attorneys for Petitioner
REDWOOD SOFTWARE, INC.

PAUL C. RAPP, ESQ.


Paul C. Rapp, Esq.
Attorney for Respondent
Thomas Urbanik

DATED: November 8, 2012

FINAL JUDGMENT AND PERMANENT INJUNCTION

1. Urbanik, his agents, and any other person or entity participating with or acting for, on behalf of, or in concert with Urbanik, ARE HEREBY PERMANENTLY RESTRAINED AND ENJOINED, directly and indirectly, whether acting alone or by, through or in concert with others, from:

A. copying, reproducing, giving, divulging, transferring, or revealing or otherwise disclosing to any person, corporation, partnership or other business or professional entity, for any purpose, except as authorized to do so by Redwood, any form, document, written material, computer program, electronically stored information, or any method, formula, or plan created, developed, or utilized by Urbanik, as an employee of Redwood, or by Redwood; and from:

B. copying, reproducing, giving, divulging, transferring, or revealing or otherwise disclosing to any person, corporation, partnership or other business or professional entity, for any purpose, except as authorized to do so by Redwood, any confidential business information of Redwood or any client of Redwood.

2. Jurisdiction is retained by the Court for the purpose of enabling any party to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or the carrying out of this Injunction, for the modification of any of the injunctive provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof, if any.

This Final Judgment and Permanent Injunction shall take effect immediately upon entry thereof, and shall continue in effect until such time as the Court may order otherwise.

IT IS SO ORDERED.

Dated: November 21, 2012



Lawrence E. Kahn
U.S. District Judge